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January 18, 2024

BY ECF

Honorable Kenneth M. Karas
United States District Court Judge
Southern District of New York
300 Quarropas Street
Westchester, New York 10601

**Re: *Evanston Insurance Company v. The Vapor Lounge, LLC, et al.*,
Case No. 7:22-cv-07832-KMK**

Dear Judge Karas:

We represent plaintiff Evanston Insurance Company ("Evanston") in this action. We write to request that the Court: (a) dismiss, without prejudice, Evanston's claims in this action against defendants Michael Bradley and Yvadne Bradley; (b) allow Evanston to move for a default judgment against non-appearing defendant The Vapor Lounge, LLC ("Vapor Lounge"); and (c) adjourn the January 24, 2024 conference *sine die*.

This action is related to the action captioned *Michael Bradley, et al. v. Markel Service Incorporated, et al.*, Docket No. 7:22-cv-08928 (the "Bradley Coverage Action"), that was previously pending before the Court. Both actions concern insurance coverage for an underlying action captioned *Michael J. Bradley and Yvadne Bradley v. The Vapor Lounge, LLC and XYZ Corp.*, which had been pending in the Supreme Court of the State of New York, Orange County, Index No. EF011800-2018 ("Underlying Action").

In the Bradley Coverage Action, on September 22, 2023, the Court granted Evanston's motion to dismiss the Bradleys' claims for coverage under the insurance policy that Evanston issued to Vapor Lounge. *See* Sept. 23, 2023 Opinion & Order, DE# 32 in the Bradley Coverage Action. The Bradleys did not file an amended complaint within the time allowed by the Court, and on November 14, 2023, the Court dismissed the Bradley Coverage Action. *See* Nov. 14, 2023 Order, DE# 34 in the Bradley Coverage Action.

The Court's orders and dismissal of the Bradley Coverage Action resolve Evanston's claims against the Bradleys in the Evanston Coverage Action. However, Evanston's claims in this action that it has no obligation to provide coverage to Vapor Lounge remain outstanding. As Vapor Lounge has not answered or otherwise appeared in this action, Evanston plans to file a request for a clerk's certificate of default. Upon entry of that certificate, Evanston's claims against Vapor Lounge will be ripe for default judgment.

Honorable Kenneth M. Karas, U.S.D.J.

January 18, 2024

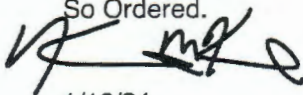
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Accordingly, Evanston requests that the Court: (a) dismiss, without prejudice, Evanston's claims in this action against defendants Michael Bradley and Yvadne Bradley pursuant to Federal Rule of Civil Procedure 41(a); (b) allow Evanston to move for a default judgment against Vapor Lounge; and (c) adjourn the January 24, 2024 conference *sine die*.

We thank the Court for its time and consideration of this matter.


All requests are granted. The default judgment application is due 2/1/24.

So Ordered.



1/18/24

Respectfully submitted,
HINSHAW & CULBERTSON LLP



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cc: Edmond C. Chakmakian, Esq. (via ECF)
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Michael Bradley and Yvadne Bradley